

Our Ref: C.539/A

21 October, 1993

Dear Sirs,

## Agreement Between Hogan and Hartson Law Firm And The Bahamas Government

Please refer to your letter, dated 18 October, 1993, in connection with the above-mentioned Agreement.

I have been directed by the Right Honourable Hubert A. Ingraham, Prime Minister and Minister of Finance to forward, herewith, a copy of the above-mentioned representational Agreement which has been signed on behalf of the Government of the Commonwealth of The Bahamas.

I have been further directed to say that the Government of The Bahamas looks forward to continue working closely with you.

Yours sincerely,

H.C. Walkine

H. C. WALKINE

SECRETARY TO THE CABINET

Messrs. Hogan and Hartson Columbia Square 555 Thirteenth Street NW Washington, DC 20004-1109 U.S.A.

Attention: Mr. George U. Carneal

Enc.

## **HOGAN & HARTSON**

COLUMBIA SQUARE
555 THIRTEENTH STREET NW
WASHINGTON DC 20004-1109
(202) 637-5600

GEORGE U. CARNEAL
PARTNER
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October 18, 1993

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WARSAW

Mr. H. C. Walkine
Secretary to the Cabinet
Cabinet Office
Government of the Commonwealth
of The Bahamas
P.O. Box N7147
Nassau, Bahamas

Re: Your Ref: C.539/A

Dear Mr. Walkine:

Further to my letter to you of September 22, and to my discussions with the Prime Minister in Nassau this past Friday, October 15, on behalf of the firm, I am pleased to submit proposed terms for a retainer agreement which would govern the provision of professional services by the firm to the Commonwealth of The Bahamas following the expiration of our current arrangement on November 1,

I am sure you are aware that Hogan & Hartson regards the Commonwealth as a most highly valued client to which we will always accord top priority in rendering legal services. We are, therefore, gratified by the opportunity to fashion a new retainer arrangement which the Prime Minister believes will promote the Government's best interests.

We would propose that, as at present, the retainer would, with the two following exceptions, encompass all professional services requested of the firm by the Government, including the Prime Minister's office, the various Ministries, Ambassador Donaldson, the Embassy staff, and the Bahamas Mission to the U.N:

CABINET OFFICE

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NASSAU, BAHAMAS

1993.

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## HOGAN & HARISON

Mr. H. C. Walkine October 18, 1993 Page 2

1) When the firm is asked to represent the Commonwealth in litigation filed in federal or state court, we would at the outset submit a budget for our engagement to the Government for its approval; 2) Similarly, should the firm be asked to assist the Government in a matter that will obviously require an unusual amount of effort, we would early on agree upon acceptable ad-hoc terms with the Government. Furthermore, we would assist the Government in determining when the costs of such special projects could legitimately be passed on to the companies or individuals who have created the need for, and have directly benefitted by, the provision of such services.

Consistent with my understanding with the Prime Minister, the firm would be amenable to accepting a yearly retainer fee of \$75,000 for the provision of professional services, as described above. We would bill the fee in monthly increments of \$6250, plus costs such as travel, long distance telephone, and photocopying, which were incurred in the performance of our services. In discharging our responsibilities under the retainer agreement, we will continue to work closely with the Prime Minister's office, the Attorney General's office, the Embassy in Washington, and the Ministries and government agencies, for which we are providing legal representation.

The retainer agreement would become effective upon the termination of the present representational agreement on November 1, 1993 and would continue in effect, subject to amendment by mutual agreement of the parties, until terminated on the anniversary date by either party by written notice to the other prior to October 1 of any year.

The original of this letter is being sent to you today by express delivery. However, because of the imminence of the proposed commencement date, we would be grateful if you would confirm this understanding by signing and returning a copy of this letter to me by telecopy, and would later forward an original signature to us by mail.

## HOGAN & HARTSON

Mr. H. C. Walkine October 18, 1993 Page 3

We are most grateful for the opportunity to continue our professional relationship with the Commonwealth of The Bahamas.

Respectfully,

George U. Carneal

Terms and conditions agreed on behalf of the Government of the Commonwealth of The Bahamas 2/ October, 1993.

H. C. Walking

H.C. Walkine, Secretary to the Cabinet, pursuant to instructions from the Prime Minister and Minister of Finance

cc: The Honorable Hubert A. Ingraham, P.C., M.P.
Prime Minister and Minister of Finance
Commonwealth of The Bahamas
P.O. Box N-7147
Nassau, Bahamas